ORDINANCE NO. ___-23

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER OF CITY OF PAINESVILLE TO ENTER INTO AN AGREEMENT WITH THE LAKE COUNTY BOARD OF COMMISSIONERS TO PARTICIPATE IN THE URBAN ENTITLEMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND FOR THE UTILIZATION OF FUNDS MADE AVAILABLE BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, AND DECLARING AN EMERGENCY.

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides an entitlement of funds for community development purposes for urban counties; and

WHEREAS, Lake County will be designated as an "Urban County" provided that it secures the continued commitments with various political subdivisions in Lake County; and

WHEREAS, the City Manager and City Council of the City of Painesville desires the use of "Urban Entitlement Funds" for needed public improvements in Lake County and its municipalities; and

WHEREAS, the County shall prepare Applications for FY 2024, 2025 and 2026 CDBG Urban County Urban Entitlement Funds pursuant to the aforementioned Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY PAINESVILLE, COUNTY OF LAKE, STATE OF OHIO:

SECTION 1. That the City Manager be and is hereby authorized and directed to enter into an agreement with the Lake County Board of Commissioners from the first day of the 2024 program year through and including the last day of the 2026 program year. Said Agreement shall authorize the County to undertake essential Community Development and Housing Assistance Plans and projects eligible under the Housing and Community Development Act of 1974, as amended.

SECTION 2. That the funds necessary for the purposes of this Ordinance authorized thereby shall be paid from "CDBG Urban County Entitlement Funds" under the Housing and Community Development Act of 1974, as amended.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of Council, and that all deliberation of this Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare of the inhabitants of the community, and for the further reasons to permit the County to submit the documents at the earliest date possible in order to meet Federal deadlines for program eligibility to secure possible funding; therefore, this Ordinance shall become effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

COOPERATION AGREEMENT
URBAN COUNTY ENTITLEMENT PROGRAM

This Agreement, made and entered into this _____ day of _____, 2023, by and between the Political Subdivision of _____, Ohio (hereinafter referred to as "Political Subdivision"), by its Chief Executive Officer, duly authorized by Ordinance No. _____ passed by its Council on the _____ day of _____, 2023; and the County of Lake, Ohio (hereinafter referred to as "County"), duly authorized by a Resolution adopted by its Board of County Commissioners on the _____ day of _____, 2023.

WITNESSETH:

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides an entitlement of funds for community development purposes for urban counties; and that this Agreement covers both the Community Development Block Grant (CDBG) Entitlement program and, the HOME Investment Partnership program; and

WHEREAS, Lake County may be designated as an Urban County provided that it secures Cooperation Agreements with various political subdivisions in Lake County; and

WHEREAS, the Chief Executive Officer and the Legislative Body of the Political Subdivision of _____ desires the use of "Urban County Entitlement Funds" for needed public improvements in Lake County and its municipalities; and

WHEREAS, the County shall prepare an Application for FY 2024, 2025 and 2026 Urban County Entitlement Funds pursuant to the aforementioned Act for the FY 2024, 2025 and 2026 Program Years; and

WHEREAS, the County and the cooperating unit of local government will cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities; and

WHEREAS, the County and the cooperating unit of general local government will take all actions necessary to assure compliance with the Urban County's Certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964; and the implementing regulations at 24 CFR Part 1, Section 109 of Title I of the Housing and Community Development Act of 1974; and implementing regulations at 24CFR Part 6, and the Fair Housing Act; and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing; and

WHEREAS, the County and the cooperating until of general local government will take all actions necessary to assure compliance with the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act; and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975; and the implementing regulation at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws; and

WHEREAS, the County and the cooperating unit of general local government will take all actions necessary to prohibit urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification, including the obligation to sign the assurances and certifications in the HUD 424-B; and

WHEREAS, this Agreement gives the County authority to carry out activities which will be funded from annual Community Development Block Grants (CDBG) from FY 2024, 2025 and 2026 appropriations and from any program income generated from the expenditure of such funds; and

WHEREAS, urban county funding for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certifications, is prohibited; and

WHEREAS, the unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, if any CDBG activity is undertaken between the County and the Political Subdivision, where the Political Subdivision desires to undertake and implement the activity, the Political Subdivision is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503; and

WHEREAS, by executing the Cooperation Agreement the Political Subdivision understands that it may not apply for grants under the Small Cities or State CDBG Programs for fiscal years during the period in which it is participating in the Urban County's CDBG program; may not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation,;and may receive a formula allocation under the ESG Program only through the Urban County; and

WHEREAS, this Agreement shall remain in effect until the CDBG and HOME funds and income received with respect to the three-year qualifications period (and any successive qualification periods) are expended and the funded activities completed, and that the parties hereto may not terminate or withdraw from this Agreement while the Agreement remains in effect; and

WHEREAS, the Political Subdivision has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration, within the Political Subdivisions Jurisdiction; and

WHEREAS, this Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the County or Political Subdivision provides written notice it elects not to participate in a new qualification period; and by the date specified by HUD for the next qualification period, the County will notify the Political Subdivision in writing of its right to make such elections; and that failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, will void the automatic renewal of such qualification period.

NOW, THEREFORE, the Political Subdivision and the County do hereby promise and agree that:

1. The period of time of this Agreement shall be from the first day of the 2024 program year, through and including the last day of the 2026 program year; and

2. The County will, on behalf of the Political Subdivision, execute essential Community Development and Housing Assistance applications, plans, programs, and projects eligible under the Housing and Community Development Act of 1974 as amended, and the County and the Political Subdivision will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

IN WITNESS WHEREOF, the Political Subdivision and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first written above.

Approved as to form:

_____
Director of Law - Political Subdivision of
_____ (City/Village)

POLITICAL SUBDIVISION OF

_____City

_____
By:_____
(Mayor, Manager or Administrator)

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, OHIO

_____
John R. Hamercheck, Commissioner President

_____
John Plecnik, Commissioner

_____
Richard J. Regovich, Commissioner

Opinion of County's Counsel:

The terms and provisions of this Agreement are fully authorized under State and Local law, and that the Agreement provides full legal authority for the county to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

By:_____
Legal Counsel

RESOLUTION NO. 41-23

A RESOLUTION ADOPTING THE 2024 TAX BUDGET FOR THE CITY OF PAINESVILLE, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, a Tax Budget for the City of Painesville, Ohio for the year 2024 has been presented to Council at the hearing held thereon, as required by law;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO, NOT LESS THAN TWO-THIRDS MEMBERS THEREOF CONCURRING:

SECTION I. That the Tax Budget of the City of Painesville, Ohio for the year 2024 therefore be filed and same is adopted and the Clerk is hereby instructed to forward two copies thereof to the Auditor of Lake County, Ohio.

SECTION II. That this Resolution is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the immediate necessity to adopt the 2024 Tax Budget in accordance with applicable provisions of the Ohio Revised Code, and, therefore, this Resolution shall become effective immediately upon its passage.

PASSED: July 17, 2023

EFFECTIVE: August 16, 2023

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

TAX BUDGET FOR

FOR THE FISCAL YEAR

___01__/___01__/_2024__ TO __12__/__31__/_2024_

LAKE COUNTY,

OHIO

Instructions and Tax Budget Form

INSTRUCTIONS FOR COMPLETING THE TAX BUDGET

SCHEDULE A

List only those individual funds which are requesting general property tax revenue. Please complete Column 1 by identifying the amount of general property tax you wish to request for the fiscal year. Columns 2 and 3 are to be completed by the Budget Commission and Columns 4 and 5 are to be completed by the County Auditor.

SCHEDULE B

This schedule will be completed by the County Auditor.

EXHIBIT I - STATEMENT OF FUND ACTIVITY

Complete this exhibit only for the General Fund, the Bond Retirement Fund (if it is, or has been, receiving property tax revenue) and any other funds for which you are requesting general property tax revenue. (Reproduce page 4 if necessary)

This exhibit should be completed using the CASH BASIS of accounting. For all funds, please segregate amounts received for homestead and rollbacks from property taxes. The line item "Revenues Over / Under Expenditures" is the difference between "Total Revenues" less "Total Expenditures". The line item "Ending Cash Balance" is the total of "Revenues Over / Under Expenditures" and the "Beginning Cash Balance".

Columns 1 and 2 - Complete these columns using data from the last two COMPLETED fiscal years.

Column 3 - Complete this column using current year data. A portion of the amount shown should be actual data and the remainder will represent estimates for the balance of the year.

One method of determining the amounts within this column is to review the last amended certificate of estimated resources and the appropriation ordinance. If the amounts are in line with your current estimates, these amounts may be used.

Column 4 - Complete this column for the next fiscal year (budget year).

EXHIBIT II - SCHEDULE OF INDEBTEDNESS

This exhibit is to provide all necessary detail of all debt issues of the entity. Each bond or note issue should be listed individually.

NOTE: The Budget Commission reserves the right to request additional financial information, if necessary, for the funds disclosed in this tax budget.

CITY OF PAINESVILLE

LAKE COUNTY, OHIO

___01__/___01__/_2024__ TO __12__/__31__/_2024_

For all subdivisions excluding school districts, this Budget must be adopted by the legislative body (City/Village Council, Township Trustees, or other Board) on or before July 15th and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH §5705.28, O.R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

TO THE LAKE COUNTY AUDITOR:
The following Budget for the fiscal year beginning January 1, 2023, has been adopted by the City of Painesville and is herewith submitted for consideration of the Lake County Budget Commission.

Signed _____

Title _____

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY COMMISSION, AND COUNTY AUDITOR'S ESTIMATED RATES

FOR SUB-DIVISION USE		*FOR BUDGET COMMISSION USE*		*FOR COUNTY AUDITOR USE*	
FUND (Include only those funds which are requesting general property tax revenue)	BUDGET YEAR AMOUNT REQUESTED OF BUDGET COMMISSION INSIDE / OUTSIDE	BUDGET YEAR AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMITATION	BUDGET YEAR AMOUNT TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
				INSIDE 10 MILL LIMIT BUDGET YEAR	OUTSIDE 10 MILL LIMIT BUDGET YEAR
	COLUMN 1	**COLUMN 2**	**COLUMN 3**	**COLUMN 4**	**COLUMN 5**
101 - GENERAL FUND	$ 594,000	$ 594,000	$ -	2.16	0.00
301 - BOND RETIREMENT FUND	66,000	66,000	0	0.24	0.00
208 - POLICE PENSION FUND	83,000	83,000	0	0.30	0.00
209 - FIRE PENSION FUND	83,000	83,000	0	0.30	0.00
220 - FIRE PROTECTION LEVY (1990)	102,000	0	102,000	0.00	0.70
236 - FIRE IMPROVEMENT LEVY (2013)	323,000	0	323,000	0.00	1.47
237 - ROAD IMPROVEMENT LEVY	659,000	0	659,000	0.00	3.00
238 - POLICE PROTECTION LEVY	589,000	0	589,000	0.00	2.50
TOTALS: ALL FUNDS	$ 2,499,000	$ 826,000	$ 1,673,000	$ 3	$ 8

INSTRUCTIONS: List only those funds which are requesting general property tax revenue. Complete column 1 with the amount that you are requesting for general property taxes. DO NOT COMPLETE COLUMNS 2 THROUGH 5.

Signed: BUDGET COMMISSION _____

_____

_____

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	MAXIMUM RATE AUTHORIZED TO BE LEVIED	TAX YEAR COUNTY AUDITOR'S ESTIMATE OF YIELD OF LEVY (Carry to Schedule A, Column 3)
GENERAL FUND:		
Current Expense Levy authorized by voters on , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
Current Expense Levy authorized by voters on ____ , not to exceed years. Authorized under Section ____ , O.R.C.		
Current Expense Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
Current Expense Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
Current Expense Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
Current Expense Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
Current Expense Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
Current Expense Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
TSIDE 10 MILL LIMITATION	0	0
OTHER FUNDS:		
220 - FIRE PROTECTION LEVY (1990) Fund, Levy authorized by voters on 05/08/90 , not to exceed Cont. years. Authorized under Section ____ , O.R.C.	0.70	102,000
236 - FIRE IMPROVEMENT LEVY (2013) Fund, Levy authorized by voters on 11/07/17 , not to exceed 5 years. Authorized under Section ____ , O.R.C.	1.47	323,000
237 - ROAD IMPROVEMENT LEVY Fund, Levy authorized by voters on 11/07/17 , not to exceed 5 years. Authorized under Section ____ , O.R.C.	3.00	659,000
238 - POLICE PROTECTION LEVY Fund, Levy authorized by voters on 11/05/19 , not to exceed 5 years. Authorized under Section ____ , O.R.C.	2.50	589,000
____ Fund, Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
____ Fund, Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
____ Fund, Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
____ Fund, Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
____ Fund, Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
____ Fund, Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
____ Fund, Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
____ Fund, Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
____ Fund, Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		
____ Fund, Levy authorized by voters on ____ , not to exceed ____ years. Authorized under Section ____ , O.R.C.		

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 101 - GENERAL FUND

DESCRIPTION	FOR 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$471,858	$539,995	$412,000	$412,000
Homestead & Rollback	71,806	80,435	66,000	66,000
Local Government	952,516	1,028,347	790,000	790,000
Other Revenue	13,382,896	15,069,521	11,677,300	11,677,000
TOTAL REVENUES	14,879,076	16,718,298	12,945,300	12,945,000
TOTAL EXPENDITURES	$15,179,710	$16,342,312	$13,997,918	13,998,000
REVENUES OVER (UNDER) EXPENDITURES	(300,634)	375,986	(1,052,618)	(1,053,000)
BEGINNING CASH BALANCE	4,629,666	4,329,032	4,705,018	3,652,400
ENDING CASH BALANCE	$4,329,032	$4,705,018	$3,652,400	$2,599,400
ENCUMBRANCES AT YEAR END	$1,056,858	$1,000,000	$1,000,000	$1,000,000

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 301 - BOND RETIREMENT FUND

DESCRIPTION	FOR 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$52,429	$59,999	$46,000	$46,000
Homestead & Rollback	7,978	8,937	7,000	7,000
Other Revenue	0	0	0	0
TOTAL REVENUES	60,407	68,936	53,000	53,000
TOTAL EXPENDITURES	$631	$732	$803	$800
REVENUES OVER (UNDER) EXPENDITURES	59,776	68,204	52,197	52,200
BEGINNING CASH BALANCE	213,983	273,759	341,963	394,160
ENDING CASH BALANCE	$273,759	$341,963	$394,160	$446,360
ENCUMBRANCES AT YEAR END	$0	$0	$0	$0

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 208 - POLICE PENSION FUND

DESCRIPTION	FOR 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$65,536	$74,999	$56,900	$56,900
Homestead & Rollback	9,973	11,172	9,000	9,000
Other Revenue	0	0	0	0
TOTAL REVENUES	75,509	86,171	65,900	65,900
TOTAL EXPENDITURES	$100,789	$100,915	$101,010	101,000
REVENUES OVER (UNDER) EXPENDITURES	(25,280)	(14,744)	(35,110)	(35,100)
BEGINNING CASH BALANCE	189,134	163,854	149,110	114,000
ENDING CASH BALANCE	$163,854	$149,110	$114,000	$78,900
ENCUMBRANCES AT YEAR END	$0	$0	$0	$0

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 209 - FIRE PENSION FUND

DESCRIPTION	FOR 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$65,536	$74,999	$56,900	$56,900
Homestead & Rollback	9,973	11,172	9,000	9,000
Other Revenue	0	0	0	0
TOTAL REVENUES	75,509	86,171	65,900	65,900
TOTAL EXPENDITURES	$100,789	$100,915	$101,054	101,100
REVENUES OVER (UNDER) EXPENDITURES	(25,280)	(14,744)	(35,154)	(35,200)
BEGINNING CASH BALANCE	189,178	163,898	149,154	114,000
ENDING CASH BALANCE	$163,898	$149,154	$114,000	$78,800
ENCUMBRANCES AT YEAR END	$0	$0	$0	$0

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 220 - FIRE PROTECTION LEVY (1990)

DESCRIPTION	FOR 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$94,724	$94,887	$87,000	$87,000
Homestead & Rollback	9,819	8,166	8,000	8,000
Other Revenue	2,945	88,188	0	0
TOTAL REVENUES	107,488	191,241	95,000	95,000
TOTAL EXPENDITURES	$40,959	$418,657	$105,000	105,000
REVENUES OVER (UNDER) EXPENDITURES	66,529	(227,416)	(10,000)	(10,000)
BEGINNING CASH BALANCE	338,407	404,936	177,520	167,520
ENDING CASH BALANCE	$404,936	$177,520	$167,520	$157,520
ENCUMBRANCES AT YEAR END	$3,460	$10,000	$10,000	$10,000

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 236 - FIRE IMPROVEMENT LEVY (2013)

DESCRIPTION	FOR 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$321,188	$323,892	$295,000	$295,000
Homestead & Rollback	17,549	15,975	15,000	15,000
Other Revenue	0	0	0	0
TOTAL REVENUES	338,737	339,867	310,000	310,000
TOTAL EXPENDITURES	$198,314	$675,354	$361,000	308,200
REVENUES OVER (UNDER) EXPENDITURES	140,423	(335,487)	(51,000)	1,800
BEGINNING CASH BALANCE	294,264	434,687	99,200	48,200
ENDING CASH BALANCE	$434,687	$99,200	$48,200	$50,000
ENCUMBRANCES AT YEAR END	$105,287	$50,000	$50,000	$50,000

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 237 - ROAD IMPROVEMENT LEVY

DESCRIPTION	FOR 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$655,486	$660,846	$620,000	$620,000
Homestead & Rollback	31,761	26,415	30,000	30,000
Other Revenue	0	0	0	0
TOTAL REVENUES	687,247	687,261	650,000	650,000
TOTAL EXPENDITURES	$896,777	$626,556	$788,005	788,000
REVENUES OVER (UNDER) EXPENDITURES	(209,530)	60,705	(138,005)	(138,000)
BEGINNING CASH BALANCE	1,224,950	1,015,420	1,076,125	938,120
ENDING CASH BALANCE	$1,015,420	$1,076,125	$938,120	$800,120
ENCUMBRANCES AT YEAR END	$633,643	$250,000	$250,000	$250,000

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 238 - POLICE PROTECTION LEVY

DESCRIPTION	FOR 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$585,746	$590,500	$573,000	$573,000
Homestead & Rollback	28,459	23,668	23,000	23,000
Other Revenue	0	0	0	0
TOTAL REVENUES	614,205	614,168	596,000	596,000
TOTAL EXPENDITURES	$752,292	$599,897	$674,496	674,500
REVENUES OVER (UNDER) EXPENDITURES	(138,087)	14,271	(78,496)	(78,500)
BEGINNING CASH BALANCE	516,612	378,525	392,796	314,300
ENDING CASH BALANCE	$378,525	$392,796	$314,300	$235,800
ENCUMBRANCES AT YEAR END	$228,285	$100,000	$100,000	$100,000

SCHEDULE OF INDEBTEDNESS

EXHIBIT II

PURPOSE OF BONDS AND NOTES	AUTHORITY FOR LEVY OUTSIDE 10 MILL LIMIT *	DATE OF ISSUE	DATE DUE	ORDINANCE OR RESOLUTION	SERIAL OR TERM	RATE OF INTEREST	AMOUNT OF BONDS / NOTES OUTSTANDING AT BEGINNING OF BUDGETED YEAR 01/01/2024	AMOUNT REQUIRED FOR PRINCIPAL & INTEREST PAYMENTS 01/01/2024 TO 12/31/2024
INSIDE TEN MILL LIMIT:								
Various Purpose		2007	2028	2007	Term	4.25% - 5.00%	$328,000	$72,250
Renaissance Parkway		2005	2025	2005	Term	4.75%	$60,000	$33,000
Shamrock Bridge		2012	2034	2012	Term	3.00%	$1,035,000	$132,498
TOTAL							$1,423,000	$237,748
OUTSIDE TEN MILL LIMIT:								
TOTAL							$0	$0

* If the levy is outside the 10 mill limit by vote enter the words "by vote" and the date of the election.
If outside the 10 mill limit without a vote, enter the reference to the statute under which the levy is exempt from the 10 mill limit.

RESOLUTION NO. _____-23

RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A DEVELOPMENT AGREEMENT WITH VIC PLACE, LLC FOR THE PURPOSES OF DEVELOPMENT AT 100 SOUTH PARK PLACE AND DECLARING AN EMERGENCY.

WHEREAS, Painesville City Council desires to enter into a development agreement with Vic Place, LLC for the purposes of a transformational mixed-use development project further enhancing economic development within the downtown central business district; and,

WHEREAS, the City desires to redevelop the former New Market Mall/Victoria Place site consisting of a 198,276 square foot commercial building on 1.8418 acres located at 100 South Park Place Parcel # 15-C-001-0-00-001-0 (the "Property"); and,

WHEREAS, the City desires to engage in urban redevelopment and has adopted a redevelopment plan for the City's downtown district; and,

WHEREAS, the developer is undertaking the development of a mixed-use development, featuring multi-family housing, office and restaurant spaces (the "Development"); and,

WHEREAS, the Developer has extensive experience in renovating existing structures into residential mixed-use apartment buildings in areas similar to the Property, and desires to develop a mixed-use residential and office/restaurant building that does not contain any subsidized housing units and that is in conformance with the City's Downtown Master Plan; and,

WHEREAS, it is the desire of the Parties to enter into this development Agreement ("Agreement") to facilitate the completion of the Project;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Painesville, Lake County, Ohio:

SECTION I: That the City Council hereby authorizes and directs the City Manager to execute a development agreement with Vic Place, LLC for the purposes of engaging in urban redevelopment within the downtown central business district and to execute any and all documents necessary to execute the development agreement.

SECTION II: That the formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22, of the Ohio Revised Code.

SECTION III: That this Resolution is declared to be an emergency measure necessary for the immediate protection and preservation of the public peace, health, safety and general welfare of the inhabitants of the City of Painesville and for the further need to submit the application by the deadline; and therefore, this Resolution shall be effective immediately upon its passage.

PASSED:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

VIC PLACE LLC DEVELOPMENT AGREEMENT

VIC PLACE LLC DEVELOPMENT AGREEMENT (the "Agreement") is made by and between THE CITY OF PAINESVILLE, (the "City"), and VIC PLACE LLC., an Ohio Limited Liability Company (the "Developer"), having its offices at 9755 Plank Road, Montville, OH 44064.

RECITALS:

WHEREAS, the City desires to have redeveloped the Victoria Place office building consisting of 1.8418 acres located at 100 S. Park Place, Parcel #15-C-001-0-00-001-0 (the "Property"). The Property description is attached hereto as Exhibit A; and

WHEREAS, the City desires to engage in urban redevelopment and has adopted a redevelopment plan for the City's downtown district known as the Downtown Master Plan; and

WHEREAS, the Developer has extensive experience in rehabilitating mixed-use office/retail/residential apartment buildings in areas similar to the Property; and desires to rehabilitate the existing building for use as a mixed-use office/retail/residential apartment building that is in conformance with the City's Downtown Master Plan and similar in concept to the Site Concept Plan as submitted by Renew Partners and dated April 20, 2023, and attached hereto as Exhibit B; and

WHEREAS, the Developer owns the Property and seeks the opportunity to develop the Property and the City believes it is in its best interest to allow the Developer the opportunity to develop the Property by renovating the existing structure to have no less than 70 and no more than 80 apartment units, along with a minimum of 74,548 square feet of a mix of retail, commercial and restaurant space of which no more than 20,000 square feet can be used as storage, as described in this Agreement (the "Project") and in the concept plan attached as Exhibit B; and

WHEREAS, it is the desire of the Parties to enter into this Development Agreement ("Agreement") to facilitate the completion of the Project;

NOW, THEREFORE, in consideration of the mutual promises and covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, the parties agree as follows.

CITY OF PAINESVILLE'S OBLIGATIONS:

The City of Painesville herein agrees that the following are obligations that shall be met by the City to fulfill the needs of the Developer and ensure that the Project may proceed into construction.

1. DD District Rezoning. The City shall request a rezoning of the Project area. The Property and the adjacent parking lot, owned by the City on Parcel 15C-001-0-00-026-0 will be requested to be rezoned to the City's Downtown Development (DD) District as outlined in City's Unified Development Code Section 1117.09 to meet the minimum acreage requirement. The City will submit, as required under the DD zoning, the covenants and deed restrictions. The restrictions submitted will meet the City's density, parking and unit size requirements for the Project.

   An agreement between the City and Developer for parking, as outlined in item 5 of this Section, will be required to satisfy parking requirements pursuant to the City zoning code.

2. 5709.41 TIF. Upon the signing of this Agreement, the City shall engage Squire Patton and Boggs to file for Tax Increment Financing (TIF) under Section 5709.41 of the Ohio Revised Code (ORC). This new TIF, as provided in the ORC, will allow 100% of the "improvements" made to the Property to be abated for a period of 30 years, subject to a Compensation Agreement with the Painesville City School District ("City School District") and any other payments required by law to be paid (including to the joint vocational school district (the "JVSD" and together with the City School District, the "School Districts")). During years 1-15 of the TIF, the City shall impose service payments pursuant to ORC 5709.42 and enter into a reimbursement agreement with the Developer to provide that (i) during years 1-15 of the TIF, 100% of the service payments received by the City will be paid to Developer to pay or reimburse costs as permitted by the ORC; (ii) during years 16-20, 75% of the service payments received by the City will be paid to Developer to pay or reimburse costs as permitted by the ORC, with the remaining 25% of service payments to be allocated between the City and the School Districts pursuant to the terms of a School Compensation Agreement; (iii) during years 21-25, 50% of the service payments received by the City will be paid to Developer to pay or reimburse costs as permitted by the ORC, with the remaining 50% of service payments to be allocated between the City and the School Districts pursuant to the terms of a School Compensation Agreement; and (iv) during years 26-30, 25% of the service payments received by the City will be paid to Developer to pay or reimburse costs as permitted by the ORC, with the remaining 75% of service payments to be allocated between the City and the School Districts pursuant to the terms of a School Compensation Agreement. Any funds to the City received from the TIF will be used for urban redevelopment and public improvements to the Project area and surrounding site improvements that would support the Project, as provided in the ORC.

a. In order to support this redevelopment project, the City and Developer shall enter into a Transfer and Indemnification Agreement, attached hereto as Exhibit C, which is necessary to facilitate the establishment of the TIF under Ohio Revised Code 5709.41. The Property will be acquired by the City, and subsequently will be transferred to Developer in order for Developer to undertake the Project as outlined in this Agreement.

3. Infrastructure and Easements. The City agrees to provide up to the Project site all site utilities infrastructure necessary, at no cost to the Developer, through its municipally-owned public utility companies, Painesville Municipal Electric and the Painesville Water and Sewer Departments. The City will maintain all existing utility easements on the Project site. The City further agrees to work with the Developer to provide any easements that may be necessary to facilitate the implementation of the project plans (including, but not limited to, encroachment of portions of the Project into City owned right-of-way, "no-build" area on the southern boundary of the Property, and maintenance obligations of right-of-way between "front porch" of the Project and new multi-purpose path) , the specific terms of which will be outlined as agreed to by both parties in a separate agreement.

4. Capital Projects. Pending available funding, the City shall use its best efforts to support the Project site development with infrastructure improvements as allocated within the City's capital budget, with potential TIF Funding and local resources allocated to the Project area. These capital projects may include Streetscape Improvements and a Transformer from the Electric Department.

5. Parking Agreement. The City will enter into an agreement with the Developer to permit parking as required for the Project in the lot owned by the City and immediately adjacent to the Property (Parcel# 15-C-001-0-00-026-0.) The specific terms for use of the parking area shall be outlined as agreed to by both parties in the Parking Agreement which is separate from this Development Agreement.

6. Retail Recruitment. The City shall provide assistance to the Developer for business recruitment for the Project retail/restaurant and commercial space. The decision to enter into a lease agreement with any prospective retail/restaurant tenant recruited by the City shall be solely at the discretion of the Developer. Developer shall be permitted to recruit and/or enter into a lease agreement with any business whose use is provided in the City's Unified Development Code Section 1113.06.

DEVELOPER'S OBLIGATIONS:

The Developer herein agrees that the following are obligations that shall be met by the Developer to fulfill the needs of the City and ensure that the Project may proceed into construction.

1. DD Zoning Documentation Review. The Developer shall review and submit any concerns to the City Planner related to the site preliminary Covenants and Deed Restrictions, attached as Exhibit D, proposed to be submitted to the Planning Commission for the DD

District Rezoning. The Developer review shall ensure that there are no restrictions that are impediments to the Project's development. The Developer will submit concept drawings and draft architectural drawings 30 days prior to the Planning Commission meeting to rezone this property to the DD District.

2. Project Concept Plan and Draft Architectural Plans. The Developer shall submit to the City a site concept plan and draft architectural drawings for the Project as required in the Unified Development Code (UDC). This concept plan shall include at a minimum (i) the number of residential units for the Project; (ii) the size of residential units for the Project; (iii) the parking requirements for the Project; and (iv) the proposed time frames for site preparation and building construction and building elevations. The City Administration may conduct an informal review and either approve or reject the draft architectural plans. If the plans are rejected by the City, the City shall detail the reasons that they rejected the plans, and where possible, suggest suitable alternatives. The Developer shall then have 45 days to submit new plans and if the City rejects the revised plans, and the City and Developer after good faith efforts by both parties are unable to reach agreement on design, then this Agreement is terminated and becomes null and void. If the plans are acceptable, the plans shall be submitted to the Planning Commission for approval of a Conditional Use Permit as required by the Unified Development Code section 1117.09(a).

3. Restrictions on the Use of the Property. The Project shall consist of no less than 70 and no more than 80 market-rate residential apartment units, along with a minimum of 74,548 square feet of a mix of retail, commercial and restaurant space of which no more than 20,000 square feet can be used as storage, as approved by the City. The Property shall be developed in accordance with the City's Unified Development Code, Downtown Development District (DD) Zoning regulations, Design Review Standards, assigned Covenants and Deed Restrictions as well as in accordance with the City's Downtown Master Plan and in reasonable conformity with Developer's preliminary concept plans attached hereto as Exhibit B. This residential component of the mixed-use development shall consist of a blend of unit sizes as submitted within the City's rezoning request. The Developer further agrees (i) to refrain from filing any application for exemption that would conflict with the exemption authorized in connection with the TIF and (ii) to refrain from any uses of the Project or the Property that would conflict with the exemption authorized by the TIF.

4. Deed Restriction. No federal, state or locally subsidized housing development shall occur on any part of the Property. Developer will file a deed restriction with the Lake County Recorders' Office for such purpose after the design has been approved as indicated in paragraph 2 of this section. The City shall have the right to approve the language in the deed restriction before it is recorded.

5. Infrastructure. Developer shall provide all utility connections, relocations and improvements that are needed to the Project at its own expense, but Developer may utilize available TIF proceeds to do so.

6. Developer Cooperation. The Developer agrees to provide any and all information

necessary to assist the City in moving forward with the rezoning of the Property, and to fully cooperate as necessary to establish the TIF as outlined above, including, without limitation, review and consent to the ordinance authorizing the TIF and imposition of service payments.

7. ProForma. If requested by the City, the Developer will provide a Proforma and 30-year tax analysis pertaining to the Project to the City's third party independent financial consultant for review in order for the City to consult with its financial consultant on the Project. Such Proforma contains the Developer's trade secret information and shall not be made part of the public record.

8. Grant/Other Financing Obligations. The City recognizes that the Developer has been awarded financial assistance in the form of a grant through the JobsOhio Vibrant Community program, and in the form of a tax credit allocation through the Ohio Department of Development Transformational Mixed-Use Development (TMUD) program, both of which are critical to ensure the timely completion of the Project. Developer agrees to keep the City apprised of the status of these and any other public financing obligations, and Developer will provide status updates to the City at the same time that they are submitted to any grant or tax credit authority.

PROJECT FEASIBILITY:

Project Feasibility. If, after completion of the activities contemplated by this Agreement, the parties mutually agree that the Project is feasible and the parties agree that construction can commence, the following shall be executed.

1. Legislative Approval. Legislative approvals are required before City Council for the sale and transfer of the Property to permit the City to file for Tax Increment Financing (TIF) under Section 5709.41 of the Ohio Revised Code (ORC). In the event Developer has not commenced construction of the Project by the time frame required by the TMUD grant, but no later than May 15, 2024 and within the proposed timeframes submitted to the City pursuant to DEVELOPERS OBLIGATIONS: Section 2 and/or Section 3 above, Developer shall also have the right to request extensions from the City Planning Commission as set forth in the Unified Development Code Section 1111.08 (g) as permitted to commence construction of the Project if adverse conditions arise pertaining to economic, market, pandemic, supply chain, financing, and/or weather, force majeure or other acts of God, war or terrorism that would reasonably cause delay in commencement of construction of the Project. The project shall be completed within three (3) years of the commencement of the construction. In the event that the project is not started or completed by the dates set forth above, subject to extensions approved by City Planning Commission, then this agreement is null and void and the city has no further obligations under this agreement.

ADDITIONAL CLAUSES

1. Due Diligence. Each party shall use due diligence to carry out its obligations set forth in this Agreement.

2. Guaranties. Neither party guaranties or insures to the other party the success of the Project.

3. Savings Clause; Governing Law. If one or more provisions of this Agreement or any application of any provision shall be deemed or declared to be invalid, illegal or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of this Agreement shall in no way be affected or implied. This Agreement shall be governed by and construed in accordance with the laws of the City of Painesville, Ohio and the State of Ohio. All actions regarding this Agreement shall be brought in the Lake County Court of Common Pleas, and Developer agrees that venue in such court is proper. The parties hereby waive trial by jury with respect to any and all disputes arising under this Agreement.

4. Modification. This Agreement shall not be changed, modified or amended, except by a writing signed by both parties.

5. Status of Parties. The relationship caused by this Agreement shall be, at all times and under all circumstances, one of contracting parties; and shall not be one of joint venture or partnership for any intents, purposes, designs or in any activities described in this Agreement. This Agreement, however, shall not modify or affect the rights of any party hereto under any other contract or agreement between the parties.

6. No Third-Party Beneficiaries. There are neither actual nor intended third-party beneficiaries to this Agreement.

7. No Continuing Waiver. The waiver of either party of breach of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

8. Assignment. This Agreement is non-assignable unless consent of assignment is approved by the City, and shall bind and inure to the benefit and burden of the parties to the extent stated herein. Notwithstanding the foregoing and with City approval, this Agreement may be assigned to an entity that would be the legal entity under which the Project would be completed so long as such entity is controlled by Developer. Such approval shall not be unreasonably withheld or delayed.

9. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous agreements or understandings of the parties in connection with its subject matter.

10. Liability. The City assumes no liability for the actions of the Developer under this Agreement. The Developer agrees to fully indemnify and hold harmless the City, its council members and employees (collectively, the "Indemnified Parties"), against any and all liability, loss, damage, or expense which the Indemnified Parties may sustain or be required to pay as a result of any acts or omissions of the Developer, its agents,

employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of the Developer in performance of its services and obligations under this Agreement. The Developer agrees that in order to protect itself as well as the City under the indemnification provision set forth above, it will obtain and keep in full force and effect at all times during the term of this Agreement, a liability insurance policy issued by a company authorized to do business in the State of Ohio and approved by the City with liability coverage in the amount of $1,000,000.00. Said policy shall name the City as an additional insured.

11. Notices. All notices given by the parties hereunder shall be deemed given if delivered by Federal Express, UPS or other recognized overnight courier, or personally delivered to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:	Douglas L. Lewis Painesville City Manager 7 Richmond Street Painesville, Ohio 44077
With a copy to:	Painesville City Law Director 7 Richmond Street Painesville, Ohio 44077
To Developer:	Vic Place LLC Attn: Shawn Neece 9755 Plank Road Montville, OH 44064
And a copy to:	Sikora Law LLC c/o Michael David 737 Bolivar Road Suite 270 Cleveland, Ohio 44115 mdavid@sikoralaw.com

12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement.

13. Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, each

of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

15. Development Agreement Approval. Upon City Council's approval of this Agreement substantially in the form hereto, the City Manager may finalize, sign and execute the Vic Place LLC Development Agreement with the Developer, which such final Development Agreement shall be entered into by the City and the Developer by no later than August 22, 2023.

16. Contingency for Legislative Authorization from City Council. Notwithstanding anything to the contrary in this Agreement, the City shall not be in breach of this Agreement if for any reason City Council or the Planning Commission does not pass any and all additional ordinances as may be necessary for the City to enter into any agreements and amendments to this Agreement. In the event City Council or the Planning Commission shall fail to pass any ordinance or legislation necessary for the terms of this Agreement, Developer may terminate this Agreement upon written notice to the City.

[Signatures on the following page]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first set forth above.

CITY:

CITY OF PAINESVILLE, an
Ohio Municipal Government

Date: _____ By: _____

DOUGLAS L. LEWIS
CITY MANAGER
CITY OF PAINESVILLE

DEVELOPER:

VIC PLACE LLC an
Ohio Limited Liability Company

Date: _____ By: _____

SHAWN NEECE
AUTHORIZED REPRESENTATIVE
RENEW PARTNERS LLC

Approved as to form by Painesville Law Director:

Date: _____ By: _____

JAMES LYONS
LAW DIRECTOR